

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re: Cyrilla Landscaping & Supply Co. Inc., Debtor(s)	Bankruptcy No. 17-23819-GLT
Eric E. Bononi, Trustee, Plaintiff	Chapter 7
v. Pride Masonry, Inc. DBA Glenn's Steel City Truck & Auto, Defendant(s)	

COMPLAINT FOR TURNOVER OF PROPERTY [11 U.S.C. § 542(a)]

The Complaint of Eric E. Bononi, trustee of the Bankruptcy Estate of Cyrilla Landscaping & Supply Co. Inc., by and through his attorney Eric E. Bononi, Esquire and Bononi & Company, P.C., respectfully represents:

1. Plaintiff is the duly qualified and acting trustee in this case.
2. The court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 1334 as a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(E). Venue properly lies in this judicial district pursuant to 28 U.S.C. § 1409(a) in that the instant adversary proceeding is related to the above-captioned case under title 11 of the United States Code which is still pending.
3. The trustee is informed and believes and therefore alleges that among the property of the estate is the following asset: 2008 Ford F250 Truck, VIN#: 1FTSW21R88EA64267, Plate: ZLY0850.
4. The trustee is informed and believes and therefore alleges that each and all of said property of the estate is in the possession and under the control of defendant. That said property, and all thereof, is property which the trustee may use, sell or lease pursuant to 11 U.S.C. § 363.
5. The trustee has demanded from defendant that he turn over to the trustee said property of the estate, but the defendant has refused as he is owed money for repairs.
6. The trustee is informed and believes and therefore alleges that said property has a fair and reasonable value in the amount of \$4,500.00.
7. During the Chapter 11, the Debtor had delivered the vehicle through his agents to Glenn's Steel City Truck & Auto.
8. The Debtor, during the Chapter 11, never paid the invoice for repairs, and has attempted to pick it up without the Trustee's knowledge.

9. The trustee received a bill from Glenn's Steel City Truck & Auto (Glenn's) for the repairs on the truck in the amount of \$3,283.18, and Glenn's Steel City Truck & Auto has refused to release the truck until paid. A copy of the invoice is attached hereto as Exhibit A.

WHEREFORE, the trustee prays that the defendant be ordered to surrender and deliver possession of the property of the estate described herein to the plaintiff forthwith, or in the alternative, for the value of said property in the amount of \$4,500.00, and is authorized to pay \$3,283.18 for the repairs.

DATE: October 31, 2019

Prepared by:
Eric E. Bononi, Esq.

Respectfully submitted,

/s/ Eric E. Bononi
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